

OFFICIAL RECORD

Requested By:

R O ANDERSON

APN: 1220-13-801-007

Recording Requested by
and When Recorded Mail to:
✓ R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 17.00
BK-1108 PG- 3212 RPTT: # 3

Grantee's address and mail tax statements to:
RICK AND DARLA SHOEMAKER
812 Cayuse Drive
Gardnerville, Nevada 89410



**GRANT, BARGAIN AND SALE CORRECTION DEED
(WATER RIGHTS)**

THIS INDENTURE, made this 4th day of November, 2008, by and between GARDNERVILLE TOWN WATER COMPANY, INC., hereinafter referred to as "GRANTOR", and Rick and Darla Shoemaker, husband and wife, as joint tenants with rights of survivorship, hereinafter referred to as "GRANTEE".

WITNESSETH

WHEREAS, by Grant, Bargain and Sale Deed dated March 29, 2006, and recorded as Document No. 0671116, in Book 0306 at Page 10782, with the Douglas County Recorder on March 29, 2006 (the "Deed"), GRANTOR conveyed certain real property located in Douglas County, Nevada consisting of 2.02 acre-feet of quasi-municipal ground water rights, being a portion of Permit No. 60612. A copy of the recorded water right deed is attached hereto and incorporated herein.

WHEREAS, the Deed included a prohibition that prevented GRANTEE from brokering or transferring said water rights to a third party (excepting the State of Nevada or a political subdivision thereof) for a period of forty-eight (48) months from the date of deed recordation.

WHEREAS, Amendment No. 1 to the Purchase and Sale Agreement was executed by GRANTOR and GRANTEE on November 4, 2008 to change the aforementioned forty-eight (48) month restriction to twenty-four (24) months.

NOW, THEREFORE, this indenture witnesseth:

GRANTOR hereby acknowledges and agrees that sentence on the second page of the Deed, identified by Book 0306 at Page 10783, should be amended to read as follows:

"...and further so long as said water rights are not brokered or transferred to a third party (excepting the State of Nevada or a political subdivision thereof) for a period of ~~forty eight (48)~~ twenty-four (24) months from the date this deed is recorded."

IN WITNESS WHEREOF, the GRANTOR has set its hand on the day and year first above written.

GARDNERVILLE TOWN WATER COMPANY, INC.

By: *Dennis Willis*
DENNIS WILLS, Chairman of the Board

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of November, 2008, before me, a notary public in and for the State of Nevada, personally appeared DENNIS WILLS personally known (or proved) to me to be the person who executed the above instrument, who acknowledged to me that he is the Chairman of GARDNERVILLE TOWN WATER COMPANY, GRANTOR herein, and who further acknowledged to me that he executed the foregoing instrument on behalf of said entity.



Kristien Bennett
Notary Public

When recorded, mail to the Grantee as follows:

✓ Rick and Darla Shoemaker
812 Cayuse Drive
Gardnerville, Nevada 89410

APN: 1220-13-801-007

RPTT:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 2 Fee: 15.00
BK-0306 PG-10782 RPTT: 79.95

GRANT, BARGAIN AND SALE DEED

(WATER RIGHTS)

THIS INDENTURE, made this 29th day of MARCH, 2006, by and between GARDNERVILLE TOWN WATER COMPANY, INC., hereinafter referred to as "GRANTOR," and Rick or Darla Shoemaker, husband and wife, as joint tenants with rights of survivorship, hereinafter referred to as "GRANTEE."

WITNESSETH:

That GRANTOR, in consideration of TEN DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, does by these presents grant, bargain, and sell to the GRANTEE, and to its successors and assigns forever, all of its right, title and interest in and to those certain water rights appurtenant to real property, lying and situate in Douglas County, state of Nevada, more particularly described as follows:

All right, title and interest in two and two hundredths (2.02) acre feet of quasi-municipal ground water rights, being a portion of Permit No. 60612, with a pro-rata diversion rate of 0.0126 CFS.

TOGETHER with all and singular the tenements, hereditaments and appurtenances

thereunto belonging or in anywise appertaining, and any reversion or reversions, remainder or remainders, rents, issues or profits thereof so long as the place of use and point of diversion of said water rights remains in the Carson Valley Basin as such is defined by the State Engineer on the date of this deed, and further so long as said water rights are not brokered or transferred to a third party (excepting the State of Nevada or a political subdivision thereof) for a period of forty-eight (48) months from the date this deed is recorded.

TO HAVE AND TO HOLD all and singular the said water rights together with the appurtenances, unto the said GRANTEE, and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has set its hand on the day and year first above written.

GARDNERVILLE TOWN WATER COMPANY, INC.

By: *Dennis Willis*
DENNIS WILLIS, Chairman of the Board

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of March, 2006, before me, a notary public in and for the State of Nevada, personally appeared DENNIS WILLIS personally known (or proved) to me to be the person who executed the above instrument, who acknowledged to me that he is the Chairman of GARDNERVILLE TOWN WATER COMPANY, GRANTOR herein, and who further acknowledged to me that he executed the foregoing instrument on behalf of said entity.



Susan Staron-Draper
Notary Public